

## GENERAL TERMS AND CONDITIONS OF SALE

### 1. General provisions

- 1.1. These Terms and Conditions set forth the rights and obligations of the parties to Sales Agreements concluded through means of distance communication, i.e., by phone, by e-mail, and via the website, and are intended for business customers.
- 1.2. These Terms and Conditions constitute an integral part of Sales Agreements.
- 1.3. By placing an order, the Customer confirms that they have read and accepted these Terms and Conditions.

### 2. Definitions

- 2.1. **Working Days**—days from Monday to Friday, excluding public holidays.
- 2.2. **Customer**—a business entity, i.e., a legal person and an organisational unit referred to in Article 33<sup>1</sup>(1) of the Civil Code, conducting business or professional operations in its own name; a business person conducting business outside the Republic of Poland under relevant regulations; and a natural person purchasing Goods from the Seller under a Sales Agreement if this Agreement is of a professional nature for the natural person (sale of vehicles).
- 2.3. **Civil Code**—the Civil Code Act of 23 April 1964 (Dz.U. [*Journal of Laws*] 1964, no. 16, item 93, as amended).
- 2.4. **Privacy Policy**—a document outlining the rules for the processing of personal data by the Seller, available at <https://carsolutions.pl/polityka-prywatnosci/>.
- 2.5. **Terms and Conditions**—these Terms and Conditions, setting forth the rules for concluding Sales Agreements, including rules for pricing Goods, placing orders, making deliveries, filing complaints, and returning Goods purchased from the Seller.
- 2.6. **Seller**—carSolutions Sp. z o.o. Sp.k. [*A limited partnership in which carSolutions Ltd serves as the general partner*], ul. Zawila 39, 30-442 Kraków, Poland, NIP [*Tax Identification Number*]: PL 6282263646, REGON [*Number in the National Economy Register*]: 360896865, phone: 0048 32 307 39 88, e-mail: [biuro@carsolutions.pl](mailto:biuro@carsolutions.pl).
- 2.7. **Goods or Vehicle**—new or used cars offered for sale by the Seller.
- 2.8. **Sales Agreement**—an agreement for the sale of Goods concluded without the simultaneous presence of the parties (remotely) at the individual request of the Customer via email or other means of distance communication, including by phone.

### 3. Taking and processing orders

- 3.1. The Seller takes orders for Goods in the following ways:
  - a. by e-mail in the form of sending an e-mail to one of the e-mail order addresses,
  - b. by phone.
- 3.2. The Seller takes orders only on Working Days and Saturdays.
- 3.3. The Customer, having reviewed the Seller's offer, places an order in the form specified in Clause 3.1. Upon receipt and verification of the order, the Seller sends confirmation of the validity of the offer to the Customer. The confirmation includes, among other things:
  - a. the Seller's name, a description of the ordered Goods, including their specifications,
  - b. the price of the Goods and transport costs.
- 3.4. Once the Seller has confirmed the validity of the offer, the parties shall confirm the conclusion of the Sales Agreement by e-mail or phone on the next working day at the latest. The Sales Agreement is considered concluded upon confirmation of its conclusion by the parties.
- 3.5. If the time limit specified in Clause 3.4. for confirming the conclusion of the Sales Agreement expires, the Seller's offer, including the price of the Goods, shall cease to be binding.
- 3.6. If the Customer withdraws from the purchase of the Goods after the Agreement has been signed due to the fault of the Buyer, the Customer shall pay the Seller a contractual penalty of EUR 1,000 per car. The Seller reserves the right to claim a higher amount if the loss resulting from the withdrawal exceeds the contractual penalty, which the Seller must document for inspection.

### 4. Prices of Goods

- 4.1. The prices of Goods are stated in Polish zlotys (PLN) or euros (EUR) net.
- 4.2. The price does not include transport (delivery) costs, insurance, customs duties, import and export duties, or other costs not directly related to the acquisition of ownership of the Goods unless expressly agreed otherwise.
- 4.3. All additional costs that may arise during the performance of the Sales Agreement (e.g., transshipment) and other fees and taxes applicable during the performance of the Agreement shall be borne by the Customer unless otherwise agreed by the parties.
- 4.4. If—at the Customer's request—the offer is prepared in a currency other than PLN or EUR, it shall be calculated according to the applicable exchange rate published by the National Bank of Poland on the day preceding the preparation of the offer. In such a case, upon conclusion of the Sales Agreement, the pro forma invoice and the VAT invoice shall be issued to the Customer in the currency indicated in the offer.
- 4.5. The sale price is determined individually at the conclusion of each Sales Agreement. The sale price is payable by the date indicated in the pro forma invoice into the Seller's bank account specified in the invoice. The VAT invoice will be issued after the delivery of the Vehicle to the Customer.

## **5. Lead time and delivery**

5.1. Each time the Seller prepares a quotation or confirms the Customer's order, it shall specify the planned date of dispatch of the Goods to the Customer.

5.2. The date of delivery of the Goods is calculated in Working Days.

5.3. The exact date of dispatch of the Goods will be agreed upon with the Customer via phone, e-mail, fax, or registered letter. The dispatch date may be postponed by up to six months in the event of force majeure or other circumstances not attributable to the Seller or beyond the Seller's control, occurring after the conclusion of the Sales Agreement. This includes, in particular, delays in the production or delivery of the Vehicle by the manufacturer, importer, or dealer.

5.4. The Seller shall have the right to withhold dispatch of the Goods until payment has been received in accordance with Clause 4.5. of these Terms and Conditions.

5.5. The Seller shall not be liable for delays in the deliveries of the Goods caused by circumstances beyond the Seller's control, including transport delays caused by the carrier.

5.6. The Seller shall deliver the Goods using transport companies. The Goods will be handed over with a CMR document and an intra-Community delivery of goods statement.

5.7. The risk of loss of the Goods or damage to the Goods shall pass to the Customer at the time the Goods are handed over to the person authorized to receive them, including the forwarder or carrier.

5.8. Before collecting the transported Vehicle, the Customer is obliged to verify that the Vehicle has not been damaged. If the Customer finds damage to the Vehicle, they undertake to make an appropriate note in the CMR document on all copies returned to the carrier. This note must be legible and written in English. The carrier should have the relevant document. If the carrier does not have the relevant document or if the Customer notices damage that they failed to notice at the time of collection, the Customer is obliged to prepare a report within 7 days of collecting the consignment. In addition, the Customer should immediately notify the Seller of any damage to the Vehicle, no later than 24 hours after collecting it. Failure by the Customer to comply with the above obligation may result in the rejection of subsequent complaints regarding the Goods. The Customer should address all transport complaints relating to the incorrect carriage of the Vehicle directly to the carrier responsible for its carriage.

5.9. In the case of self-collection by the Customer, the Customer undertakes to submit a duly completed CMR consignment note with confirmation of intra-Community delivery (intra-Community delivery of goods document) within 10 days of collection. If this is not done, the applicable VAT rate in Poland will be added, and the Customer will be required to pay it.

5.10. Transport is carried out under the CMR Convention, and the carrier is licensed and insured for the standard transport of goods up to an amount no less than the value of the transported goods.

5.11. If the Customer delays or refuses collection of the Goods, the Seller may charge the Customer for all resulting costs, including the costs of keeping, storing, and transporting the Goods, without prejudice to the Seller's other rights.

5.12. If the Customer is not performing the Sales Agreement as stipulated by the parties or has refused to collect the Goods, the Seller is also entitled to charge the Customer a contractual penalty of 5% of the net value of the concluded Agreement. The Seller reserves the right to claim from the Customer damages that exceed the contractual penalty.

## **6. Returns**

6.1. The Customer shall not have the right to return the Goods.

6.2. The parties may agree on the return of the Goods in exchange for compensation or based on other individually determined arrangements.

## **7. Complaints and warranties**

7.1. The Seller shall not be liable to the Customer for any physical defects of the Goods in accordance with the provisions of the Civil Code.

7.2. The Goods may be covered by a warranty from the manufacturer, importer, or distributor (the guarantor). The detailed terms and duration of the warranty are then available from the guarantor or can be provided by the Seller upon the Customer's request.

7.3. The Seller declares that it is not the guarantor for the Goods sold.

7.4. The Seller shall not be liable for any benefits lost by the Customer as a result of improper performance of the Sales Agreement by the Seller unless such damage was caused intentionally by the Seller. The Seller shall not be liable for any delays in handing over the Goods unless the delay is intentional on the part of the Seller.

7.5. If the performance of the Sales Agreement is not possible for reasons beyond the Seller's control (e.g., due to the cessation of production of the Vehicle as specified in the Agreement in relation to the Vehicle's model, version, or parameters or due to the occurrence of a force majeure event) or as a result of circumstances for which the Seller is not responsible, the Seller may withdraw from the Agreement in accordance with Clause 8. In such a case, the amounts paid by the Customer under the Sales Agreement shall be refunded within 14 (fourteen) days from the date of service of the notice of withdrawal.

## **8. Financial arrangements with Customers. Withdrawal from the Agreement**

8.1. The Customer is obliged to make a prepayment based on the prepared offer and pro forma invoice.

8.2. The correct account for payment is the Seller's bank account specified on the invoice.

8.3. The Customer agrees to receive VAT invoices and pro forma invoices by electronic means.

8.4. The Seller declares that it qualifies as a large business.

8.5. The Seller shall be entitled to withdraw from the Agreement with the Customer if:

- a. the supplier or manufacturer of the Goods withdraws from, terminates, or cancels their contract with the Seller for the supply or sale of the Goods for any reason,
- b. the supplier or manufacturer of the Goods fails to supply them to the Seller on the agreed date,
- c. a force majeure event occurs affecting either the Seller or the supplier or manufacturer of the Goods, making it impossible to perform the Sales Agreement in whole or in part,
- d. the Customer fails to pay the price of the Goods within the specified period,
- e. the Goods cease to be produced (refers to the Vehicle's model, version, or parameters as specified in the Sales Agreement),
- f. the Customer refuses to collect the Goods.

8.6. A declaration of withdrawal from the Agreement may be submitted as an e-mail message or as a paper document sent by post or courier to the Customer's address. The period for submitting a declaration of withdrawal is 14 calendar days, starting from the date on which the reason justifying the withdrawal occurred.

## **9. Personal data protection**

9.1. The administrator of the Customers' personal data is the Seller from which the Customer purchased the Goods.

9.2. The full information clause is provided under the "Information clause" tab.

## **10. Final provisions**

10.1. Matters not covered by these Terms and Conditions shall be governed by generally applicable laws, including, in particular, the Civil Code.

10.2. These Terms and Conditions shall enter into force on the day they are published on the following website: [www.carsolutions.pl](http://www.carsolutions.pl).

10.3. These Terms and Conditions and the Agreements concluded on their basis shall be governed by and construed in accordance with Polish law.

10.4. Any disputes that may arise between the Seller and the Customer shall be resolved by the court having jurisdiction over the Seller's registered office in accordance with Polish law.

10.5. The Seller's liability for non-performance or improper performance of the Agreement caused by individuals whose assistance it relies on to fulfill its obligation to the Customer is excluded.

10.6. The Seller reserves the right to amend these Terms and Conditions. The amendments may not affect the Customers' rights under the Sales Agreements concluded prior to the introduction of the amendment. Sales Agreements concluded before the amendments to these Terms and Conditions became effective shall be governed by the provisions of the Terms and Conditions in force at the time the Agreement was concluded.